

# **RFP #231 Offeror Questions and Department Responses**

**How does DSS define “Dispute Resolution”? What will the vendor’s responsibilities be for these activities?**

Answer: Dispute Resolution has to do with receipt of bad data matches or having claims printed with missing information. The State does not like to pay for information that is not useable to the State. The Vendor’s responsibility in dispute resolution is to help determine why the error occurred and on which end the error occurred.

**Will the vendor be managing the collections and defenses from payers, or will DSS?**

Answer: The Vendor will only be responsible for data matching, printing, and mailing of medical claims on the proper forms with all the required fields. The State will be responsible for any follow up with the payers as well as all collections.

**Would the state consider a contract based on mixed reimbursement where a portion would be paid on a per transaction basis and a portion would be paid contingent on recoveries?**

Answer: The State would not consider a contract based on mixed reimbursement at this time.

**Please provide the annual and monthly volume and dollar amounts of the current third party liability submissions, disputes, and collections.**

Answer: In SFY2014 the State submitted approximately 58,000 claims to our vendor for an amount of just over \$10 million. Just over 42,000 claims were billed out in the amount of just over \$9 million. Of the billed amounts, collections were around \$4 million. No information on disputes is available at this time.

**Please provide the annual and monthly volumes of paper and electronic claims submissions for third party liability submissions. Alternatively, please provide the approximate percentage of claims that are submitted electronically.**

Answer: At this time, the State has all billing done on paper, as the State does not collect all the required information to file electronically with companies.

**How many payers are providing electronic enrollment files?**

Answer: This information is not provided to the State by the current vendor.

**How many file formats are maintained for these payers?**

Answer: This information is not provided to the State by the current vendor.

**Please provide the file formats for the enrollment files inbound files from insurers.**

Answer: This information is not provided to the State by the current vendor.

**Please provide the file format for the Medicaid enrollment files from the state to the current contractor.**

Answer: Section 3.1 B of the RFP states the file format is specified in Exhibit B. Exhibit B was inadvertently omitted from the published RFP and is now attached to this Offeror Question & Answer document.

**Please provide file format(s) or companion guide for claims submission. Do all plans receive the same format?**

Answer: All claims are submitted using standard claim forms; however, each payer may require different data elements. The State does not track what each company requires, as this is the responsibility of the current vendor.

**Please provide the data use agreements and/or Memoranda of Understanding (MOUs) between the payers and the state.**

Answer: The State does not maintain data use agreements or MOUs with payers. It is the State's expectation that data use agreements or MOUs with payers is the responsibility of the selected offeror to obtain between the offeror and payers.

**Are we correct in assuming that "Coverage Type" relates to the individual plan type like: HMO, PPO, EPO, TRICARE, CHAMPA, et cetera?**

Answer: Coverage Type does relate to the individual plan type. The State needs to know what is covered by the plan - major medical, pharmacy, etc.

**Are we correct in assuming that Active and Terminated Resources refers to the set of issuers in each Coverage Type category (Blue Cross, Aetna, Labor Union Plan, et cetera)?**

Answer: Yes.

**What type(s) of contact will be required to handle disputes (e.g. telephone outreach, outbound correspondence, et cetera.)?**

Answer: Disputes may be handled using any means of contact necessary.

**Will disputes be handled at the individual recipient level or at the group health plan case level?**

Answer: Typically, disputes are handled on a group health plan level.

**When does the 30 day period begin – at the initial notification to the group health plan or at the initial notification of a dispute?**

Answer: The 30 days begins at the time that the vendor is first made aware of the dispute.

**What process will the vendor use to coordinate with the Department's recovery unit?**

Answer: The vendor will coordinate with the State's Recovery Office through email, phone calls, and on-site visits.

**What proportion of the volume is based on non-group health care coverage including worker's compensation, automobile insurance, and liability insurance plans?**

Answer: Non-group health care coverage such as worker's compensation, automobile insurance, and liability insurance plans are handled by the State Recovery Office and are not handled by the vendor.

**Please provide the policies and procedures manual for third party liability recoveries in use by the incumbent.**

Answer: This information is proprietary and cannot be shared.

**Please verify that third party liability does not include tort and/or estate recovery.**

Answer: Third party liability does not include tort or estate recoveries.

**Will you consider making more than one award if the second solution can be implemented in a value-added complimentary manner to the first solution?**

Answer: The State would consider making more than one award.

**Will the State please provide Attachment A containing the State's Standard Terms and Conditions?**

Answer: Attachment A inadvertently was not labeled, but is the document titled *State of South Dakota, Department of Social Services, Division of Finance and Management Consultant Contract for Consultant Services* that is attached to the published RFP starting on page 10 and running through page 16.

**Does the State prefer a CD or a flash drive for the PDF containing the entire proposal?**

Answer: The State prefers a flash drive but a compact disk is acceptable.

**Will the State modify the Work Product provision to be specific to the deliverables under the contract and to protect the Consultant's intellectual property rights?**

**Suggested language:**

**9. WORK PRODUCT:** Consultant hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, State Data, End User Data, Personal Health Information, and all information contained therein provided to the State by the Consultant in connection with its performance of service under this Contract shall belong to and is the property of the State and will not be used in any way by the Consultant without the written consent of the State. Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Contract will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes. Consultant agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

Answer: Specific contract terms can be negotiated during contract discussions once the winning proposal is selected.

**Will the State modify the Hold Harmless provision to provide a negligence standard to the Consultant hold harmless and indemnity obligation and to provide that the Consultant is not responsible when damages or claims arise in part form State action or omission?**

**Suggested language:**

**19. HOLD HARMLESS:** The Consultant agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of Consultant's negligence or intentional misconduct in the performance of services hereunder. This section does not require the Consultant

**to be responsible for or defend against claims or damages arising in whole or in part from errors or omissions of the State, its officers, agents or employees.**

Answer: Specific contract terms can be negotiated during contract discussions once the winning proposal is selected.

## Exhibit B - Data Elements List

This is a listing of the fields that must be returned to the Department for data matching and the requirements associated with them. The Department utilizes a mainframe system which has byte limitations and major modification systems will likely not be possible.

### **RTN-POLICY-HOLDER**

Name of policy holder, required field formatted as 25 bytes last name, 11 bytes first name, middle initial and name modifier. First and last name must be present.

### **POLICY-ID**

Policy number – required field

### **RTN-GROUP-NO**

Policy group number – required field

### **COVERAGES:**

#### **RTN-COV-IN**

Required field must be 'Y' or 'N'

#### **RTN-COV-OUT**

Required field must be 'Y' or 'N'

**Note: The file returned to the Department will also include the types of coverage that the vendor is seeking data matches on and will be a required field with a 'Y' or 'N' except Medicare which would be captured as 'A' or 'B'.**

### **RTN-COV-START**

Required field – must be a valid date in YYYYMMDD FORMAT

### **RTN-COV-END**

Required field – must be a valid date in YYYYMMDD Format if the policy has expired and 99999999 if there is current coverage. All coverage that has not been terminated for three or more years shall be included.

### **RTN-COMPANY-CODE**

Three character code assigned based on a table that the state of SD assigns

### **RTN-COMPANY-NAME**

Required field – freeform alpha field

### **RTN-CARRIER-ADDR1**

Required field – freeform alpha field

### **RTN-CARRIER-ADDR2**

Not required - freeform alpha field

### **RTN-CARRIER-CITY**

Required - freeform alpha field

### **RTN-CARRIER-ST**

Required – valid state abbreviation

### **RTN-CARRIER-ZIP**

Required – valid zip code (either 5 or 9)

### **RTN-PH-SSN**

Not required – it contains the SSN of the policy holder when available.

### **RTN-PH-DOB**

Not required – it contains the date of birth of the policy holder when available.

### **RTN-ACCT-CD**

Required – this contains codes used for billing, which can be determined by vendor and Department if needed.

1	2	3	4	5	6	7
01				REC		
	05			RECIP-ID	PIC X(9).	1,9
	05			RECIP-PISN	PIC 9(7).	10,7
	05			RECIP-LAST	PIC X(25).	17,25
	05			RECIP-FIRST	PIC X(11).	42,11
	05			RECIP-MID	PIC X(1).	53,1
	05			RECIP-MOD	PIC X(3).	54,3
	05			RECIP-SSN	PIC 9(9).	57,9
	05			RECIP-DOB	PIC 9(8).	66,8
	05			PAT-EST	PIC X(1).	74,1
	05			RECIP-MED-START	PIC X(8).	75,8
	05			RECIP-ADDR2	PIC X(62).	83,62
	05			RECIP-CITY	PIC X(28).	145,28
	05			RECIP-STATE	PIC X(2).	173,2
	05			RECIP-ZIP	PIC 9(9).	175,9
	05			CASE-NO	PIC 9(9).	184,9
	05			CISN	PIC 9(7).	193,7
	05			CTKR-LAST	PIC X(25).	200,25
	05			CTKR-FIRST	PIC X(11).	225,11
	05			CTKR-MID	PIC X(1).	236,1
	05			CTKR-MOD	PIC X(3).	237,3
	05			CTKR-SSN	PIC 9(9).	240,9,
	05			CTKR-DOB	PIC 9(8).	249,8
	05			CTKR-ADDR1	PIC X(35).	257,35
	05			CTKR-ADDR2	PIC X(35).	292,35
	05			CTLR-CITY	PIC X(28).	327,28
	05			CTKR-STATE	PIC X(2).	355,2
	05			CTKR-ZIP	PIC 9(9).	357,9
	05			TPL-POLICY-HOLDER	PIC X(40).	2793,40
	05			TPL-PH-ID	PIC 9(9).	2833,9
	05			TPL-POLICY-ID	PIC X(15).	2842,15
	05			TPL-GROUP-NO	PIC X(16).	2857,16
	05			TPL-COVERAGE-TYPES.		
		10		TPL-COV-IN	PIC X(1).	2873,1
		10		TPL-COV-OUT	PIC X(1).	2874,1
		10		TPL-COV	PIC X(1).	2875,1
		10		TPL-COV (Insert Type)	PIC X(1).	2876,1
		10		TPL-COV(Insert Type)	PIC X(1).	2877,1
		10		TPL-COV (Insert Type)	PIC X(1).	2878,1
		10		TPL-COV (Insert Type)	PIC X(1).	2879,1
		10		TPL-COV (Insert Type)	PIC X(1).	2880,1
		10		TPL-COV (Insert Type)	PIC X(1).	2881,1
		10		TPL-COV (Insert Type)	PIC X(1).	2882,1
		10		TPL-COV(Insert Type)	PIC X(1).	2883,1
		10		TPL-COV (Insert Type)	PIC X(1).	2884,1
		10		TPL-COV(Insert Type)	PIC X(1).	2885,1
	05			TPL-START-DT	PIC 9(8).	2886,8
	05			TPL-END-DT	PIC 9(8).	2894,8
	05			TPL-COMPANY-CODE	PIC X(3).	2902,3
	05			TPL-MED-ELIG	PIC X(1).	2905,1
	05			FILLER	PIC X(6).	2906,6
	05			TPL-CARRIER-NAME	PIC X(35).	2912,35



	05			TPL-CARRIER-NUMBER	PIC X(20).	2947,20
	05			TPL-CARRIER-ADDR1	PIC X(35).	2967,35
	05			TPL-CARRIER-ADDR2	PIC X(35).	3002,35
	05			TPL-CARRIER-CITY	PIC X(28).	3037,28
	05			TPL-CARRIER-STATE	PIC X(2).	3065,2
	05			FILLER	PIC X(8)	3067,8
	05			RETURN		
		10		RTN-POLICY-HOLDER	PIC X(40)	3075,40
		10		RTN-POLICY-ID	PIC X(15)	3114,15
		10		RTN-GROUP-NO	PIC X(16)	3129,16
		10		RTN-COV-IN	PIC X(1).	3145,1
		10		RTN-COV-OUT	PIC X(1).	3146,1
		10		RTN-COV	PIC X(1).	3147,1
		10		RTN-COV	PIC X(1).	3148,1
		10		RTN-COV	PIC X(1).	3149,1
		10		RTN-COV	PIC X(1).	3150,1
		10		RTN-COV	PIC X(1).	3151,1
		10		RTN-COV	PIC X(1).	3152,1
		10		RTN-COV	PIC X(1).	3153,1
		10		RTN-COV	PIC X(1).	3154,1
		10		RTN-COV	PIC X(1).	3155,1
		10		RTN-COV	PIC X(1).	3156,1
		10		RTN-COV	PIC X(1).	3157,1
		10		RTN-FIL	PIC X(5).	3158,5
		10		RTN-COV-START	PIC X(8).	3163,8
		10		RTN-COV-END	PIC X(8).	3171,8
		10		RTN-COMPANY-CODE	PIC X(3).	3179,3
		10		RTN-FIL2	PIC X(2).	3182,2
		10		RTN-COMPANY-NAME	PIC X(45).	3184,45
		10		RTN-CARRIER-ADDR1	PIC X(35).	3239,35
		10		RTN-CARRIER-ADDR2	PIC X(35).	3274,35
		10		RTN-CARRIER-CITY	PIC X(28).	3308,28
		10		RTN-CARRIER-ST	PIC X(2).	3337,2
		10		RTN-CARRIER-ZIP	PIC X(9).	3339,9
		10		RTN-PH-SSN	PIC X(9).	3348,9
		10		RTN-PH-DOB	PIC X(8).	3357,8
		10		FILLER	PIC X(13).	3365,13
		10		RTN-ACCT-CD	PIC X(7).	3378,7